



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

OPR, MNR

### Introduction

The landlord applied for an Order of Possession and a Monetary Order for unpaid rent under the Direct Request Procedure, pursuant to section 55(4) of the *Residential Tenancy Act* (the "Act").

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on February 19, 2014 the landlord gave the tenant (referred to by initials MM) the Notice of Direct Request Proceeding via personal delivery at the rental unit. The tenant's signature appears on the Proof of Service.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on February 20, 2014 the landlord sent the Notice of Direct Request Proceeding to the tenant (referred to by initials KC) via registered mail using the rental unit address. The landlord provided a copy of the registered mail receipt, including tracking number, as proof of service. Section 90 of the Act deems a person to have received documents five days after mailing.

Based on the written submissions of the landlord, I find that the tenants have been served or are deemed to be served with the Direct Request Proceeding documents.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession and monetary compensation for unpaid rent?

### Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement which was signed by the parties on August 21, 2013, indicating a monthly rent of \$1,100.00 due on the 1<sup>st</sup> day of every month;

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on February 3, 2014 with a stated effective vacancy date of February 13, 2014, for \$1,150.00 in unpaid rent as of February 3, 2014; and,
- A copy of a Proof of Service of the 10 Day Notice indicating the landlord posted the 10 Day Notice on the tenants' door on February 3, 2014 in the presence of a witness.

The 10 Day Notice states that the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not apply to dispute the Notice to End Tenancy within five days from the date of service.

In the details of dispute, and on the 10 Day Notice, the landlord indicates the tenants failed to pay \$1,100 in rent; \$20.00 for "laundry"; and \$30.00 "from last month".

### Analysis

I have reviewed all documentary evidence and accept that the tenants were served with a 10 Day Notice to End Tenancy for Unpaid Rent as declared by the landlord. Since the Notice was posted on the door it is deemed to be received three days later.

Accordingly, the effective date automatically changes to read February 16, 2014 pursuant to section 53 of the Act.

I accept the evidence before me that the tenants failed to pay the rent owed for February 2014 or dispute the Notice within 5 days of receiving the Notice as permitted under section 46(4) of the Act. Accordingly, I find that the tenants are conclusively presumed under section 46(5) of the Act to have accepted that the tenancy would end on the effective date of the Notice. Therefore, I find that the tenancy ended February 16, 2014 and the landlord is entitled to an Order of Possession effective two (2) days after service upon the tenants.

I find the landlord is entitled to monetary compensation for unpaid rent in the amount of \$1,100.00 for the month of February 2014.

I find the landlord's submissions unclear as to the nature of the amount of \$30.00 owed "from last month" considering the landlord did not specify this amount was for rent and the landlord is also seeking to recover laundry costs under this Application. Since the Direct Request procedure limits claims to unpaid rent only, I dismiss the balance of the landlord's monetary claims with leave to reapply.

In light of the above, the landlord is provided a Monetary Order in the amount of \$1,100.00 to serve upon the tenants. The Monetary Order may be filed in Provincial Court (Small Claims) to enforce as an Order of that court.

The security deposit remains in trust to be administered in accordance with the Act.

Conclusion

The tenancy has ended and the landlord is provided an Order of Possession effective two (2) days after service upon the tenants. The landlord is provided a Monetary Order in the amount of \$1,100.00 to serve upon the tenants. The balance of the landlord's monetary claim is dismissed with leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 06, 2014

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Residential Tenancy Branch

